

BK 0459 PG 0312

STATE MS.-DE SOTO CO.

File Number: 03-1623

Prepared By:

Bridgforth & Buntin

P. O. Box 241

Southaven, MS 38671

Nov 26 3 59 PM '03

WARRANTY DEED

BK 459 PG 312
M.E. DAVIS CH. CLK.

GAETANA E. TUTERA, ET UX

GRANTOR(S)

TO

FRANK COLLIER

GRANTEE(S)

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good, and valuable considerations, the receipt of all of which is hereby acknowledged, GAETANA E. TUTERA and wife, SHERRI L. TUTERA, do hereby sell, convey and warrant unto FRANK COLLIER the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot 7, Section A, Morrow Crest North, situated in Sections 1 and 2, Township 3 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 62, Pages 6-13, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The warranty in this deed is subject to rights of way and easements for public roads and public utilities, subdivision and zoning regulations in effect in DeSoto County, Mississippi, and further subject to the following building restrictions and restrictive covenants.

- (1) No dwelling constructed in the subdivision shall have less than 1750 heated square feet of floor area.
- (2) Lot shall be used for residential purposes only.
- (3) No obnoxious or offensive activities shall be carried on upon any lot.
- (4) No trailer, mobile home, tent, basement, shack, garage, barn or other structure of a temporary nature to be used as a residence at any time.
- (5) These covenants shall run with the land and shall be binding upon all parties for a period of twenty-five years from the date the plat is recorded, after which time the covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots shall have been recorded agreeing to change the covenants in whole or in part.
- (6) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

Taxes for the current year have been reverse pro-rated on an estimated basis and will be paid by Grantor upon receipt of tax bill.

Possession is to be given with deed.

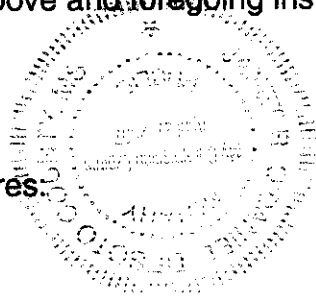
WITNESS my signature this the 24th day of November, 2003.


GAETANA E. TUTERA


SHERRI L. TUTERA

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for said County and State, on this 24th day of November, 2003, within my jurisdiction, the within named GAETANA E. TUTERA and wife, SHERRI L. TUTERA., who acknowledged that they executed the above and foregoing instrument.



Janet R. O'Connell
NOTARY PUBLIC

My Commission expires:

Grantor Address & Phone:

8165 Gunn Lane
Olive Branch, Ms 38654
Home: 901-870-0093
Work: 901-345-2200

Grantee Address & Phone:

16 CR 507
Waterford, Ms 38685
Work: 901-483-4034
Home: 662-526-5981